



BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

**April 11, 2013
3:00PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 57

A

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 58

B

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 59

C

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES W. ENGELBRECHT, ESQ. FOR LEGAL SERVICES. Benedict

RES. NO. 60

D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE MATTACOLA LAW FIRM FOR LEGAL SERVICES. Benedict

RES. NO. 61

E

AUTHORIZING AN EXTENSION OF A CONTRACT WITH BLISS ENVIRONMENTAL SERVICES, INC. Tallarino

RES. NO. 62

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AUTHORIZING THE MAYOR TO EXECUTE COLLECTIVE BARGAINING AGREEMENT WITH THE PHILIP S. MCDONALD POLICE BENEVOLENT ASSOCIATION FOR THE YEARS 2011 THROUGH 2015. Benedict

RES. NO. 63

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REJECTING BIDS RECEIVED FOR PROFESSIONAL ACRYLIC RESURFACING OF TENNIS AND BASKETBALL COURTS AND AUTHORIZING THE CITY CLERK TO RE-ADVERTISE FOR SAID RESURFACING SERVICES. Piekarski

RES. NO. 64

H

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE SUPPLY AND DELIVERY OF ONE (1) TON CABIN CHASSIS WITH UTILITY BODY TRUCK. Piekarski

RES. NO. 65

I

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF THE LITTLE ITALY COLONNADE PROJECT – PHASE ONE OF THE GREEN INNOVATION GRANT PROGRAM ROUND 3. Mercurio

RES. NO. 66

J

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DSM SOLUTIONS, LLC, TO PERFORM WATER LEAK DETECTION SURVEY FOR THE CITY OF ROME WATER AND SEWER DISTRIBUTION SYSTEM. Piekarski

RES. NO. 67

K

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BIG BEAR LAWN CARE FOR LAWN MOWING AND WEED WACKING OF GROUNDS LOCATED AT THE WATER POLLUTION CONTROL FACILITY. Piekarski

7. TABLED RESOLUTIONS

RES. NO. 112 (2012)

D

AUTHORIZING AN EXTENSION OF A CONTRACT WITH NORTHLAND COMMUNICATIONS FOR PHONE LINES, PRIVATE DATA CONNECTIVITY AND INTERNET SERVICES. Piekarski

8. ADJOURNMENT

RESOLUTION NO. 57

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
ES8130.410	\$10,000.00
<u>TO CODE NO.</u>	<u>AMOUNT</u>
ES8130.208	\$10,000.00

REASON: Transfer of funds to purchase two-way radios for the Waste Water Treatment Plant.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 58

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
AG5132.410	\$60,000.00
AG5142.414	\$10,000.00
AG5142.418	\$10,000.00
AG5110.207	\$ 7,000.00
AG5110.414	\$ 3,000.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
AG5132.208	\$90,000.00

REASON: Transfer of funds to purchase two-way radios for the Department of Public Works.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 59

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
CHARLES W. ENGELBRECHT, ESQ. FOR LEGAL SERVICES

By _____:

WHEREAS, Timothy A. Benedict, Corporation Counsel for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of Charles W. Engelbrecht, Esq. of Rome, New York, for legal services in conjunction with the Corporation Counsel's Office, to include tax certiorari proceedings, litigation and miscellaneous real estate matters; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into a professional services agreement with Charles W. Engelbrecht, Esq. of Rome, New York, for legal services in conjunction with the Corporation Counsel's Office, to include tax certiorari proceedings, litigation and miscellaneous real estate matters, with legal work to be billed at an hourly rate of \$175.00 per hour, plus disbursements, for a period of one (1) year commencing upon execution of the agreement.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

CHARLES W. ENGELBRECHT

Attorney at Law

211 North George Street
Rome, New York 13440

ALSO PRACTICING COLLABORATIVE LAW

Phone: (315) 339-1037
Facsimile: (315) 339-9772

Sharon S. Merrill,
Legal Assistant

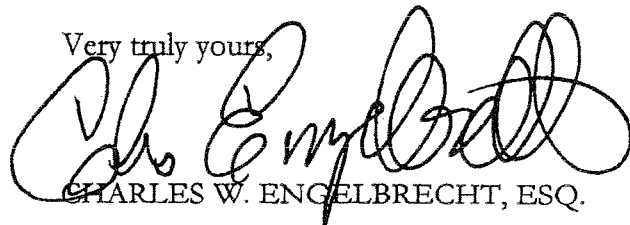
March 15, 2013

Timothy A. Benedict, Esq.
Corporation Counsel
City of Rome
198 North Washington Street
Rome, NY 13440

Dear Tim:

In reference to the inquiry via email, please be advised that my hourly rate for real property foreclosures and tax certiorari cases is \$175.00.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Ch. Engelbrecht', with a stylized, cursive script.

CHARLES W. ENGELBRECHT, ESQ.

CWE:ssm

RESOLUTION NO. 60

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
THE MATTACOLA LAW FIRM FOR LEGAL SERVICES

By _____:

WHEREAS, Timothy A. Benedict, Corporation Counsel for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of The Mattacola Law Firm of Rome, New York, for legal services in conjunction with the Corporation Counsel's Office, to include tax certiorari proceedings, litigation and miscellaneous real estate matters; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into a professional services agreement with The Mattacola Law Firm of Rome, New York, for legal services in conjunction with the Corporation Counsel's Office, to include tax certiorari proceedings, litigation and miscellaneous real estate matters, with legal work to be billed at an hourly rate of \$140.00 per hour, plus disbursements, not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) for a period of one (1) year commencing upon execution of the agreement.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



Gregory A. Mattacola, *Owner*

217 N. Washington Street
P.O. Box 725
Rome, New York 13442
p | (315) 334-5050
f | (315) 334-5060
www.themattacolafirm.com
greg@themattacolafirm.com

February 21, 2013

Tim Benedict, Esq.
Corporation Counsel
City of Rome
198 North Washington Street
Rome, NY 13440

Re: Legal Services for City of Rome

Dear Tim:

Please allow this to serve as my proposal for which to perform legal services for the City of Rome. As I understand it, you are currently seeking proposals for legal services connected to the Real Property Committee. As you know, I have experience with that Committee, the legal work required for it and I am more than happy to submit this Firm's interest in representing the City regarding same.

As I also understand it, you may have additional needs from time to time in the labor and employment and municipal Law realm. We are more than happy to help. We would be willing to perform real property work and other miscellaneous matters for the City of Rome at an hourly rate of \$140.00 per hour, discounted from \$175.00 per hour and not to exceed \$20,000.00 in a 12 month time period.

Please let me know if you require anything else regarding this proposal. We are happy to provide anything that you may need.

Very truly yours,

Gregory A. Mattacola

GAM/cml

RECEIVED FEB 25 2013

RESOLUTION NO. 61

AUTHORIZING AN EXTENSION OF A CONTRACT WITH BLISS
ENVIRONMENTAL SERVICES, INC.

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, by Resolution No. 282A adopted October 25, 2007, authorized the Mayor of the City of Rome to enter into an agreement with Bliss Environmental Services, Inc., of Camden, New York, for the collection and hauling of solid waste, including recyclables, on all City-wide routes, at a contract price not to exceed Four Million, Seven Hundred Ninety-six Thousand, One Hundred Fifteen and 00/100 Dollars (\$4,796,115.00); and

WHEREAS, Frank D. Tallarino, Jr., Commissioner of Public Works for the City of Rome, has advised the Board of Estimate and Contract that it would be in the City's best interests to extend the original contract with Bliss Environmental Services, Inc., for the collection and hauling of solid waste, including recyclables, on all City-wide routes, for the years 2013 and 2014, with the base rate for 2013 being calculated with the 2010 CPI increase of 6%, the yearly contract price for 2013 will be \$1,016,766.38, with a monthly payment of \$84,731.37; and for the 2014 contract year, the increase will be based on the 2012 CPI increase; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the contract with Bliss Environmental Services, Inc., for the collection and hauling of solid waste, including recyclables, on all City-wide routes, for the years 2013 and 2014, with the base rate for 2013 being calculated on the 2010 CPI increase of 6%, such that the yearly contract price for 2013 will be \$1,016,766.38, with a monthly payment of \$84,731.37; and for the 2014 contract year, the increase will be based on the 2012 CPI increase with the City reserving the right to terminate the contract for 2014 in the event the CPI rate exceeds an amount deemed reasonable by the City; and

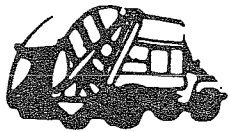
BE IT FURTHER RESOLVED, that the above-noted contract will expire as of December 31, 2014, unless terminated prior thereto.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



(315) 245-1717
(315) 687-3445

BLISS

• ENVIRONMENTAL SERVICES, INC. •

Continued Service Since 1948

2503 Hillsboro Road • PO Box 135
Camden, NY 13316



Fax: (315) 245-1717

October 1, 2012

City of Rome
Attn: Frank Tallarino
198 N. Washington Street
Rome, NY 13440

Re: Contract Extension

Dear Mr. Tallarino,

This letter is in regards to extending our contract with the City of Rome for the municipal trash pickup for the years 2013 & 2014. We would like to continue servicing the City of Rome for the next two years, and raise the base rate of the contract following the 2010 CPI increase of 6% for the year 2013. This would bring your yearly contract price to \$1,016,776.38 and your monthly base rate to \$84,731.37.

Thank you for your time and consideration. If you have any questions, please call me at your earliest convenience at (315) 245-1717.

Sincerely,

Travis Bliss
President

RESOLUTION NO. 62

AUTHORIZING THE MAYOR TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT WITH THE
PHILIP S. MCDONALD POLICE BENEVOLENT ASSOCIATION
FOR THE YEARS 2011 THROUGH 2015

By _____:

WHEREAS, a tentative collective bargaining agreement with The Philip S. McDonald Police Benevolent Association has been presented to the Board of Estimate and Contract for the years January 1, 2011, through December 31, 2015; now, therefore,

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York, hereby approves modifications to the terms and provisions of the tentative collective bargaining agreement with The Philip S. McDonald Police Benevolent Association, a copy of which is attached hereto, and authorizes the Mayor to execute said agreement on behalf of the City of Rome, so as to implement the terms and provisions thereof for the years 2011 through 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

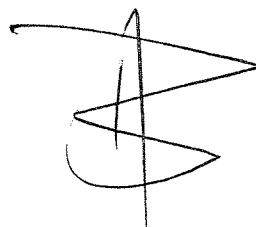
ADOPTED:

DEFEATED:

2011-2015 Tentative Agreement 3/1/13

- 1) Salaries
 - a) 2011 0%
 - b) 2012 0%
 - c) 2013 1.75% retro
 - d) 2014 2.00%
 - e) 2015 2.00%
- 2) Longevity-- \$200 increase to the current levels retroactive to 1/2012
- 3) Patrol grade steps—5-9 yrs-\$500.00, 10-14 yrs-\$900.00, 15 yrs+ \$1400.00 Retro to 1/2012
- 4) Lt/Det pay bump - \$68,750 to \$70,500 retroactive to 1/2013
- 5) Vacation Schedule – Effective 1/2013, use the 1985 schedule (11-29 days)
- 6) Sick Incentive- \$125.00 quarterly, family sick- \$100.00 for each unused day. (family sick to be paid in January the following year)
- 7) Travel/meal allowance- Increase to \$6.00, \$10.00, \$20.00
- 8) Holidays- Add Martin Luther King Day- Increase holiday retirement payouts to include (12 days max)
- 9) Maternity Leave- 4 weeks natural, 6 weeks C-section. City will pay the first 4 to 6 weeks respectively. Additional time, if needed, can be applied from the Catastrophic Sick Bank (up to four to six weeks). If any additional time is required, it will be deducted from the employee's personal/sick bank until exhausted. Employee can utilize the FMLA or reapply per Catastrophic Sick Bank. Male officers will receive 1 paid leave day directly after the birth of the child.
- 10) Hospitalization- Annual OPT-OUT incentive
 - a) Single -\$1,000.00
 - b) Family -\$2,000.00

Employees who opt to join/rejoin the insurance program after having opted out of it for five years or longer shall upon re-enrollment, return to the plan provided to new hires and at the existing rate of contribution at the time of re-enrollment (PPO). To qualify for insurance benefits at time of retirement, an employee must be part of the City's insurance program for a minimum of three years or more in succession, immediately prior to their date of retirement.

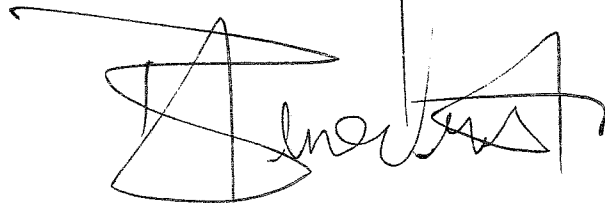


11) Retirement Incentive-\$10,000.00 (Exp 12-31-2014) and the employees can sell back any unused sick time at \$40.00 per day after 100 day donation anytime after completing their twentieth year. (Exp 12-31-14). Total amount of the 2 combined cannot exceed \$15,000.00

12) Include/update CBA with side agreements. (Holiday limit, FTO time, Assignment to Det Div)

13) Funeral leave- for purposes of the section family should also include spouses by same sex marriage, live-in domestic partner, step-children, grandchildren, step-parents, aunt and uncle.

MARCH 1, 2013
Stewart J. Reed
PBA President


CORPORATION COUNSEL

RESOLUTION NO. 63

REJECTING BIDS RECEIVED FOR PROFESSIONAL ACRYLIC RESURFACING
OF TENNIS AND BASKETBALL COURTS AND AUTHORIZING THE CITY
CLERK TO RE-ADVERTISE FOR SAID RESURFACING SERVICES

By _____:

WHEREAS, the Board of Estimate and Contract, pursuant to Resolution No. 28, adopted February 14, 2013, authorized the City Clerk to advertise for bids to provide professional acrylic resurfacing of tennis and basketball courts at nine (9) City of Rome Parks; and

WHEREAS, due to weather conditions, bidders were unable to properly inspect the areas to be resurfaced such that the City deemed to be in its best interests to reject all bids previously received and re-solicit bids; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that all bids received pursuant to Resolution No. 28 adopted February 14, 2013, are hereby rejected; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that the City Clerk is hereby authorized and directed to re-advertise for bids to provide professional acrylic resurfacing of tennis and basketball courts at nine (9) City of Rome Parks; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on April 25, 2013, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 64

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE SUPPLY AND DELIVERY OF ONE (1) TON CABIN CHASSIS WITH
UTILITY BODY TRUCK

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the supply and delivery of one (1) ton cabin chassis with utility body truck for use by the City of Rome Water Department; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on April 25, 2013, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 65

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR
THE CONSTRUCTION OF THE LITTLE ITALY COLONNADE PROJECT – PHASE
ONE OF THE GREEN INNOVATION GRANT PROGRAM ROUND 3

By _____:

WHEREAS, the City of Rome has submitted a grant application for funding to the New York State Environmental Facilities Corporation whereby the City would accept and administer funding to be used for the installation of green infrastructure on East Dominick Street; and

WHEREAS, the New York State Environmental Facilities Corporation has agreed to provide \$459,000.00 to the City of Rome as funding for the construction of the Little Italy Colonnade Project located on the East Dominick Street Main Street Corridor as Phase One of the Green Innovation Grant Program Round 3 (GIGP-3); and

WHEREAS, the Common Council has authorized the Mayor to set up a capital account, authorize capital expenditures, training and technical assistance, travel and expenses, and authorize any and all other contracts, documents and instruments necessary to bring about The Project and to fulfill the City of Rome's obligation under the Grant Agreement; and

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the construction of the Little Italy Colonnade Project; and

BE IT FURTHER RESOLVED, that such bids will be advertised on April 16, 2013, and shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on May 9, 2013, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 66

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH DSM SOLUTIONS, LLC, TO PERFORM
WATER LEAK DETECTION SURVEY FOR THE CITY OF ROME WATER AND
SEWER DISTRIBUTION SYSTEM

By _____;

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, has recommended that the City of Rome, New York, retain the services of DSM Solutions, LLC, of Marcellus, New York, to perform water leak detection survey for the City of Rome water and sewer distribution system; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with DSM Solutions, LLC, of Marcellus, New York, to perform water leak detection survey for the City of Rome water and sewer distribution system at a rate not to exceed \$16,999.99 pursuant to the proposal dated July 9, 2012, which is attached hereto and made a part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



LEAK DETECTION PROPOSAL

FOR

CITY OF ROME
WATER DEPARTMENT
132 RACE ST.
ROME, NY 13440

JULY 9, 2012

LEAK DETECTION SURVEY

INTRODUCTION

DSM Solutions, LLC will conduct a water leak detection survey of the City of Rome's water distribution system. DSM Solutions, LLC will provide fully trained leak detection technicians and the necessary equipment. Reports will be prepared for daily and summary results.

SCOPE OF SERVICES

1. Project Start-Up & Logistics

- A. Meet with City personnel to discuss the project approach and review the water system maps to get familiarized with the type of pipe, the age of the pipe, and areas where water main leaks have historically been a problem. A leak survey plan will then be made from the information.
- B. DSM Solutions, LLC will need a copy of an overall general distribution map (preferably 400 scale) which shows the general location of valves and hydrants in the system to be checked. It is recommended to supply a copy on which notes and comments can be written on.
- C. DSM Solutions, LLC may also need access to any sectional maps of the system including field books, as-builts and service tie-ins. Good records are very important to the accuracy of pinpointing as well as the time required to survey a water system. Although DSM Solutions, LLC has pipe tracing and valve locating equipment, the responsibility for accurate locations ultimately lies with the City.
- D. DSM Solutions, LLC requests that the City furnish an experienced, knowledgeable person who is familiar with the distribution system with access to a City vehicle with curb keys and valve box keys/openers and other commonly used tools for this person to use. This person's responsibilities will include assistance in locating and opening valve and service covers as well as other tasks involved in the pinpointing of leaks. It is preferred that this person is assigned to this project on a full time basis, but is not required.
- E. The names, contact information and assigned duties of Key Personnel for this project will be identified during this meeting.

2. Phase I – Initial Sounding & Leak Sound Documentation

- A. Conduct a comprehensive leak detection survey using the Fluid Conservation Systems S-30 survey unit, which consists of an acoustic sounding amplifier using a piezoelectric accelerometer sensor with a sensitivity rating of 12VG (volts per G) minimum for leak sound magnification.
- B. Listening points on the metallic type pipe in the system will include all fire hydrants, at least one main valve in each intersection, main valves where the distance between hydrants and/or sounded intersection valves are more than 400 feet, and customer services when there are no hydrants or valves available for distances greater than 400 feet.
- C. Listening points on the non-metallic type pipe in the system will include all fire hydrants, all main valves and all service connections.
- D. When the pipe material is non-metallic or when normal contact points are not available for a distance greater than 400 feet, and the ground cover is a hard surface, DSM Solutions, LLC will use a ground microphone with a sensitivity rating of 12VG making physical ground contact at intervals of no greater than 6 feet directly over the pipe.
- E. When the pipe material is non-metallic or when normal contact points are not available for a distance greater than 400 feet, and the ground cover is *not* a hard surface, DSM Solutions, LLC will use the S-30 survey unit to listen on probe rods, driven to a minimum depth of 6 inches, at intervals of no greater than 6 feet directly over the pipe to sound for leaks.
- F. To increase the speed of the survey, all suspected leak sounds will be documented with intensity ratings for re-investigation and pinpointing at a later time. This re-investigation helps to eliminate usage and other false leak sounds, and is quicker overall than correlating at the first indication of a potential leak.

3. Phase II – Secondary Sounding & Pinpointing

- A. Re-sound and verify all potential leak indications identified during Phase I.
- B. Pinpointing of leak indications will be accomplished using the Fluid Conservation Systems - AccuCorr 3000 fully digital water leak correlator. The AccuCorr 3000 is a microprocessor based correlation unit with 3 outstations, giving it the ability to perform linear regression calculations which eliminates the most common cause of inaccuracy. The AccuCorr 3000 uses operator input to determine the location of a leak. Whenever possible, at least two (2) unique setups will be used in correlating for the purpose of verifying consistency and accuracy of answers.

- C. The secondary method of pinpointing leak indications will be the use of a ground microphone. The ground microphone will be used on all leaks to confirm the location and accuracy of leaks pinpointed with the correlator or as the primary pinpointing method in situations where the correlator cannot be used.
- D. All results will be marked in the field and a leak report will be turned in which provides a sketch of the leak location with a classification of potential leak size to aid in scheduling of repairs. Locations and ties from permanent structures will be included, as well as the nearest address and the nearest cross street. DSM Solutions, LLC's leak reports can be modified to include any additional information the City may require.
- E. Any areas where leaks are repaired prior to the completion of the field work will be re-sounded to determine that the repair was completed successfully, and that there were no other leaks in that area.
- F. Conduct the survey during the specified working hours. Areas which may require survey work during a different time of day will be discussed and scheduled in advance with the City.

4. Daily Reports

- A. Provide hard copies and/or E-mail copies of daily survey logs, which give a description of the work performed and areas covered, and leak reports to the City each day.
- B. All DSM Solutions, LLC paperwork submitted electronically will be Microsoft Word documents.

5. Final Report

Results of the survey will be documented and defined in a final report presented to the City. The final report will include a copy of all daily logs and leak reports. The final report will also include a break-down of the types of suspected leaks categorized by leak type (main, service, valve, hydrant, etc.) showing the number of leaks and the estimated leakage in gallons per day in each category. Finally, the report will include a project summary including the days worked, number of miles of main surveyed, total number of suspected leaks and total estimated water loss as detected by the survey.

6. Warranty

It is DSM Solutions, LLC's goal to accurately detect and pinpoint all leaks in the

water system so the City can easily find and repair them when they dig.

If the City has reason to suspect a leak(s) in their water system which was not turned in during the survey, within 30 days of the date of the Final Report, DSM Solutions, LLC will return to investigate the suspected leak(s) at no additional cost to the City.

In the event that the City performs an excavation at a location turned in during the survey and cannot find evidence of a leak within 5 feet of the original mark, DSM Solutions, LLC will, at the City's request, return to correct the errant pinpointing at no additional cost to the City.

7. Project Follow-Up

After the City has repaired the leaks turned in during the survey, DSM Solutions, LLC will, at the City's request, return to re-sound the areas where the leaks were repaired to make sure there were no additional leaks in those areas.

SAFETY

- A. All DSM Solutions, LLC technicians are issued ANSI Class I shirts, ANSI Class II safety vests and ANSI Class III coats and are instructed to wear the appropriate visibility level for the traffic conditions they are working in.
- B. All DSM Solutions, LLC vehicles have the company name on the doors and are equipped with flashing amber strobe and/or L.E.D. warning beacons. Each vehicle carries a minimum of 4 traffic cones with reflective bands which are used in situations where the vehicle cannot be parked fully out of the lanes of traffic.

TRAFFIC CONTROL

DSM Solutions, LLC will be responsible for traffic control including any required permits. DSM Solutions, LLC may ask the City for assistance in traffic control (additional signage, cones, manpower, etc.) should a situation arise which exceeds DSM Solutions, LLC's capabilities. Traffic control assistance may rarely be needed during the survey phase of the project. Traffic control assistance may occasionally be needed during the pinpointing phase of the project.

SCHEDULE

Upon notice to proceed, DSM Solutions, LLC will coordinate with the City to schedule an agreed upon start date. Phase I of this project is estimated will take 15-18 days to cover the 180 miles of distribution main depending on conditions in the field. Phase II of this project is estimated will take 5-7 days depending on the

FEES

BASE PROPOSAL

DSM Solutions, LLC proposes to perform a leak detection survey for the City of Rome's water distribution system, in accordance with the specifications, for the price of:

Lump Sum	Leak Detection Survey Including Pinpointing	\$16,999.00
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DSM Solutions, LLC expects to cover the City of Rome's estimated 180 miles of water main in approximately 20-25 days (depending on conditions in the field and the number of leaks found).

RESOLUTION NO. 67

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BIG
BEAR LAWN CARE FOR LAWN MOWING
AND WEED WACKING OF GROUNDS LOCATED AT THE WATER POLLUTION
CONTROL FACILITY

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to enter into a contract with Richard Fiorini, d/b/a Big Bear Lawn Care of Rome, New York, for mowing and weed trimming of designated areas of the grounds located at the Water Pollution Control Facility during the time period of May 1, 2013, through October 31, 2013, pursuant to the proposal which is attached here to and made a part of this Resolution, at a contract price of \$200.00 per mowing, for a total contract price not to exceed Six Thousand and 00/100 Dollars (\$6,000.00)

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

BIG BEAR LAWN CARE

Richard Fiorini dba
7734 Gifford Road
Rome, New York 13440
Telephone: 315-337-0383

LAWN MOWING SERVICE PROPOSAL

Prepared For: City of Rome-Sewage Treatment Plant

Effective Date of Service Contract: May 1, 2013 through October 31, 2013

Type of Service:

- Lawn mowing of designated areas
- Weed- Wack trim around tanks, buildings and areas as specified

Bid Price: \$200.00 per cut

Terms for Payment: Monthly

- General Liability Certificate of Insurance attached
- Workers compensation is not required. I certify that I am a sole proprietor and have no employees.

Submitted By:

Richard Fiorini, dba
Big Bear Lawn Care

